

FEDERAL MARITIME COMMISSION

DOCKET NO. 1945(F)

OKOYE CHRISTIAN OGOCHUKWU (Complainant)

V

EMEKA ONYECHI d/b/a DONEM INTERNATIONAL LLC (Respondent)

**SECOND ORDER TO SUPPLEMENT THE RECORD BY THE RESPONDENT**

**1A.** If any shipping document was exchanged in the shipment of the equipment, it will be between Obioma Ukegbe and Ralph Attah. Respondent has provided name the person that picked up the medical equipment from his warehouse in New Jersey, and Respondent included the release authorization signed by Ralph. Further discussion on the shipment was done between Obioma Ukegbe and Ralph Attah. **Please refer to Exhibit # 4 / Supplemental response by the Respondent**

**B.** Since Obioma and his friend (Complainant) could not afford to air freight the equipment as initially planned, Obioma said he will be looking for some other person that could either pick up the equipment from my warehouse or ship them alternatively by a cheaper means. Obioma requested that if I know or come across anybody that can help him with the shipment, that I should let him (Obioma) know. When Ralph came around and said that he will be loading his container soon, I informed Obioma through phone call and he requested for Ralph's phone number which I gave to him immediately. Obioma called me back later to tell me that its ok to release those equipment to Ralph whenever he comes for them, Ralph showed up on Dec 18<sup>th</sup> and all the equipment were released to him based on Obioma's instruction.

**C.** Respondent operates a business that can also accept cash as form of payment from customers, when Ralph came around, cash of \$1900 was given to him which he acknowledged on the release form. **Please refer to Exhibit # 4 of supplemental response by the Respondent.**

**D.** Obioma Ukegbe whom I had no issue with as of that moment informed me that he received a call from Ralph updating him that those equipment were ready to be picked up and that he needs his balance to be paid immediately. I was involved again because Obioma wanted me to pay the balance of \$500 to Ralph from the remaining balance he had with me which I was withholding as part of my storage fee. Ralph's has also informed Obioma that he can't store the equipment because he had no room for storage.

I asked Obioma about payment of the storage charges owe to me because I wanted to hold on to that \$500 as part of my storage fee while expecting the balance. Obioma told me that Ralph has no room to store the equipment and that his consignee could not be able to make any trip to Ralph's place that same day. Obioma asked me to pay Ralph but assured that his consignee will come with full payment of storage charge due to me the next day, he urged me to help them pick those equipment up and store them until the next day. Balance of \$500 was paid to Ralph's associates in Nigeria by my representative to secure the release of those equipment. I didn't have any problem with that because I



have a better facility to keep the equipment pending pick up and I also trust what Obioma was telling me.

Obioma later called me again to inform me that his friend (Complainant) has told him that I (Respondent) did not deserve to be paid any storage charge those equipment accrued in my warehouse in NJ. He also requested that I shouldn't worry that he will convince the Complainant that it's also their responsibility to pay the storage charges since they didn't use my airfreight service as planned and that it wasn't my fault that those equipment were left with me for that long. When he failed to convince the Complainant to pay his own part of storage fee, he pleaded that I should let his consignee pick up 1 skid of 4 equipment but promised that he will still be in talk with his friend (Complainant) about paying my fee. Obioma's consignee showed up the next day and pay for storage charges that covered only for one skid of 4 units, they were released to him that day. The consignee informed my associates in Lagos that he will be coming to pick up the remaining 1 skid of 4 plus extra 1 piece the next day. **Please refer to exhibit # 6 & #7 of Supplemental Response by the Respondent.**

**PLEASE NOTE THAT EXHIBIT #7 shows that BOBBY RALPH released 9 units of medical equipment to DONEM on 4TH day of March 2014 and not on April 3 2014 as stated on Second order to supplement the record.**

**Also EXHIBIT #6 shows that Donem Released 4 units of medical equipment to Obioma Ukegbe's consignee on 5<sup>th</sup> day of March 2014 which was a day after and not on May 3, 2014 as also noted on the SECOND ORDER. Both EXHIBITS #6 & #7 were written in Nigeria style of having the DAY comes before MONTH.**

2. Because every detail about this transaction was done by Obioma Ukegbe and not the Complainant, Respondent suggests that Obioma's statement will be very necessary in this Complaint, he will be able to either assert or rebut some of the claims made by the Complainant or Respondent. He will also be able to add some things on his own because he is rightful person to have filed this complaint in the first place if he feels that his right as a customer has been violated. **Obioma's contact details can be found on EXHIBIT #16A of Supplemental Responses by the Respondent.**

**A.** The conversation was done on about 2nd week of August 2013 after those equipment missed three scheduled air shipment which got the Respondent worried.

**B.** Obioma was informed by the Respondent on the need to make up his mind on how to proceed with the equipment because leaving them in Respondent's warehouse without making any decision on the way forward will attracts storage charge of \$5/day per skid.

**C.** Agreement stage was never attained because of Obioma and Complainant's inability to decide on what to do with those equipment. Every discussion was done through phone conversation with Obioma Ukegbe. Obioma can be contacted for his input because almost all the information the Complainant has about this shipment was given to him by Obioma and not the Respondent.



D. Obioma was told about the storage charge on 2<sup>nd</sup> week of August 2013 when the Respondent called to inform him that it's been 3 weeks since those equipment were picked up and nothing has been done to get them shipped out.

E. Complainant's phone call was received I guess after Obioma Ukegbe told him that the pick-up has been made but there was new development about crating the equipment, Complainant requested for the cost of crating but was told that will be determined by the crating company. If I received authorization to crate them, I will contact the crating company to get a quote. It was then that complainant talked to me about his wife having a baby and that he was going through some hard time, he said that Obioma will contact me again shortly to let me know what they decide. The Complainant called that day just to confirm what Obioma might have told him about crating. The issue of storage charge was never discussed with him that day but two weeks later with Obioma after nothing was heard from anybody. **Complainant acknowledged that he was very much aware of storage in his complaints to Better Business Bureau. Please refer to Exhibits #1, #2 & #3 of this 2<sup>nd</sup> Order to supplement Record.**

3A. This conversation was done on the same day those equipment were picked up from VA New Jersey which was towards the end of JULY 2013.

B. Every discussion was done on phone with Obioma, he can be contacted directly to verify the information. **Please refer to Exhibit #16 of Supplemental Response for his contact information.**

4. That was about the same day those equipment were picked up from VA New Jersey, I believe after Obioma has informed him about the new development.

B. It was on phone conversation with the Complainant.

5A. **Exhibits E and F** as provided by the Complainant are invalid because none the services listed on the Exhibits was ever requested by the Complainant or offered by the Respondent to him. Exhibits clearly show that the Complainant has nothing to support his claimed dealing with the Respondent. Those Exhibits will not be applicable because they contradict the Complainant claim about having AIR CARGO agreement with the Respondent.

Yes those exhibits are from the Respondent's website and they highlight list of services we will offer to our customers when we start ocean freight, those services are currently unavailable and any request on ocean shipping is being turned down. The Exhibits E & F will be irrelevant to the present issue because those Exhibits did not in any way contribute or shape Complainant's decision or judgment to use Respondent's service. Complainant acknowledged that he did not find Respondent's contact on the website but his friend Obioma Ukegbe provided him with that information. Complainant's answer to question 4A of the Notice of Assignment when asked "how he identify Respondent as a company that transports cargo from the USA to foreign countries"? His answer states that ".... Obioma suggested to me that he knew someone that cargo things to Nigeria, Obioma then gave me Respondent's phone number, I then called the Respondent on the phone number given to me by Obioma" (Complainant's Ans. to Ques. 4A) Complainant NEVER said that he called the number he found on the Respondent's website after browsing through the Website. Complainant should focus on providing documents that prove that he has contracted with the Respondent directly. No contract or agreement was done on the website with the Complainant which makes those exhibits irrelevant. If the Complainant has any issue



about the website, that will be treated differently because information on the website did not play any role as far as this complaint is concerned.

**B.** Those webpages has been there since the company was registered and still there because they contain some services we hope to offer in the nearest future as soon as all right facilities and permits are obtained. No transaction will be done on the website without prior communication with the main office. Anybody that call for any service we can't offer at the moment will be told immediately that such service is not available. That was the case with this complaint because Obioma was told immediately he called me that I can only offer AIR FREIGHT as the Complainant acknowledged in his complaint to BBB that "he has neither agreed to providing me with the tracking information of the cargo or the vessel as he later claimed to have shipped it rather than cargo based on our agreement" (Exhibit "C" of Complaint). If the agreement as claimed by the Complainant was for air cargo, producing website page that details ocean services proves no point.

**C.** Worldwide Ocean freight services as seen on the website are services we intend to offer when the time is ripe. We had the intention of starting it off with the air cargo but had to put it on hold till we meet up with all the necessary requirement. I've provided advert materials used in direct marketing to potential customers and they only advertise for air cargo 4-6 days to Nigeria. **Please see Exhibits #2 & #3.**

Same Exhibit "E" as provided by the Complainant shows "**Warehousing and Storage**" as one of our services which even fits in more to the present discussion. **Please refer to Exhibit #4/2<sup>nd</sup> Order**

**D.** The purpose of the "applicable links to start tracking" is to make it easier for customers with already issued Airway bill number or Bill of Lading number to go directly to the tracking page of applicable airline and input the tracking information without visiting the home page. Some customers will complain that they are on the carrier's website but don't know where to input the tracking information. Applicable link to start tracking will be useful to only customers that have been issued with an airway bill or bill of lading numbers, it's not applicable to site visitors that has no prior business with the company. Other than Maersk Line, ACL, and MSC, tracking link to Delta and KLM Cargo are also listed even though Respondent don't use their service at the moment but hope to open accounts with them in the future just like he hope to start ocean shipping later. Again, Complainant acknowledged in his complaint to BBB that he was not provided with any tracking information by the Respondent thus making "Exhibit F" irrelevant.

Focusing so much on the web content as wished by the Complainant derails from the main issue because website did not play any role on this transaction. Website was only discovered after the complaint has been filed and Complainant trying to justify Respondent's involvement with Ocean shipping, which still not prove that such service was offered to the Complainant by the Respondent. What is needed to prove business engagement are documented evidences that suggest claimed personal involvement.

**6A.** Obioma Ukegbe whom I had no issue with as of that moment informed me that he received a call from Ralph updating him that those equipment are ready to be picked up and that he needs his balance to be paid immediately. I was involved again because Obioma wanted me to pay the balance of \$500 to



Ralph from the remaining balance he had with me which I was withholding as part of my storage fee. Ralph's has also informed Obioma that he can't store the equipment because he had no room for storage.

I asked Obioma about payment of the storage charges owe to me because I wanted to hold on to that \$500 as part of my storage fee while expecting the balance. Obioma told me that Ralph has no room to store the equipment and that his consignee could not be able to any trip to Ralph's place that same day. Obioma asked me to pay Ralph but assured that his consignee will come with the full payment of the storage charge the next day, he urged me to help them pick those equipment up and store them till next day. Balance of \$500 was paid to Ralph's associates in Nigeria by my representative to secure the release of those equipment. I didn't have any problem with that because I have a better facility to keep the equipment pending pick up and I also trust what Obioma was telling me.

Obioma later called me again to inform me that his friend (Complainant) has told him that I (Respondent) did not deserve to be paid for storage charge those equipment accrued in my warehouse in NJ. He also requested that I shouldn't worry that he will convince the Complainant that it's also their responsibility to pay the storage charges since they didn't use my airfreight service as planned and that it wasn't my fault that those equipment were left with me for that long. When he fail to convince the Complainant to pay his own part of storage fee, he pleaded that I should let his consignee pick up 1 skid of 4 equipment but promised that he will still be in talk with his friend about paying my fee. Obioma's consignee showed up the next day and pay for storage charges that covers only for one skid of 4 units, they were released to him that day, consignee informed my associates in Lagos that he will be coming to pick up the remaining 1 skid of 4 plus extra 1 piece the next day. **Please refer to exhibit # 6 & #7 of Supplemental Response by the Respondent.**

B. Exhibits #7 of Supplemental Responses by the Respondent shows document that was used to retrieve the 9 units of the equipment from Ralph's representative in Nigeria on March 4 2014, while Exhibit #6 of same Supplemental Responses by the Respondent show the document used in releasing the 4 units to Obioma Ukegbe's consignee on March 5 2014 in Nigeria. Storage cost for 1 skid with for units and extra 1 making 5 units will be calculated when Obioma Ukegbe or complainant is ready to pick them up. The equipment are still stored currently at the rate of \$5/day and will be released to Obioma Ukegbe's approved consignee immediately the storage charges owed to Respondent are satisfied.

This Response was submitted this 17<sup>th</sup> day of February 18, 2015

By Emeka Onyechi



1901 East Linden Avenue, #16

Linden, NJ. 07036

I certify that a true and correct copy of this responses was sent through USPS on the 18<sup>th</sup> day of February 2015 to Okoye Christian Ogochukwu at 14133 Lemoli Avenue, Apt# E205, Hawthorne, California 90250 and the Secretary, Federal Maritime Commision, 800 N. Capitol Street, NW. Washington, DC 20573-0001.



VERIFICATION

State of NEW JERSEY County of UNION , being first duly sworn on oath deposes

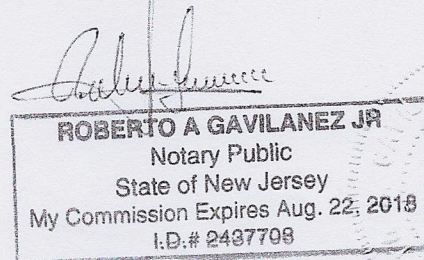
and says that he is Emeke Onyechi

I, the Respondent has read the response and facts stated therein, upon information received from others, I believe to be true.



Subscribe and sworn to before me, a notary public in and for the State of New Jersey, County of

This 19 day February 2015



2/19/15



# EXHIBIT #1 / 2nd Order by Respondent

In one of my text messages dated August 20th 2013 @ 07:42 am precisely, after I got tired of waiting for a quote for the shipment of the equipment, I then told Mr. Emeka that I will want to pick up the equipments and make an alternative arrangements for the shipping. It was at this juncture that the issue of storage fee came up. According to him, that if I have to pick up the items, and have another company ship them, that he will charge me a storage fee for the periods the items were in his warehouse. I then requested for his storage charges via text message, which he never replied to, not until I called him after some days. If you calculate the day the item was picked up, to the day I sent him the text it is not up to 5 months as claimed by Mr. Emeka Onyechi. Also, subsequent text records show date, time, and content of my text to Mr. Onyechi.

Secondly, My proof of payment will also show how long the items were with him before my payment, and how long he kept the items after my payment before he finally shipped them.

Furthermore, Mr. Emeka Onyechi forgot to mention that the amount I paid into his account was our calculation for the items to be sent through cargo not shipping which should have taken not more than 5 working days as he indicated in his statement that he only does air cargo, hence the cost we agreed on was for air cargo. But when they were finally sent via ocean freight shipping, no refund was made nor recalculation of the actual cost of shipping considering the fact that both does not cost the same amount. Rather he resorted to all kind of lies to keep me waiting while he trade with the money I paid into his account until he deems it necessary to ship the items. Despite all my pleas to him both over the phone and through text messages to have this items sent to Nigeria as soon as possible, he believed I wasn't customer enough to contribute in the decision making of items, which I since have paid for the services.

I will appreciate if Mr. Emeka Onyechi will provide to this department proofs of all his claims either in the form of email, phone call record or text message. I was the one that calls him always either to have him not pick up the phone, or have him tell me one story or the other.

Finally, I ask this you to please carefully study the letter of authorization which was sent to Mr. Emeka Onyechi which have my name on it and the proof of payment of the items which he claimed he doesn't have any contract with me, also my text messages which was never replied except when I asked for his account, the phone calls I made which were never answered nor returned, and compare them with Mr. Emeka Onyechi's claim and decide who is owing who. And as far as I know, I do not owe Mr. Emeka Onyechi neither do I owe Donem International LLC and money. If there is anyone the needs to be refunded, it should be me for paying his company to send my items through air cargo, only to have them sent through shipping.

Regards,

Christian Okoye

→ The above statement was made to BBB by Complainant. Statement confirms that Complainant was informed about the storage charge he has to pay before picking up the equipment from Respondent's facility. He admitted with this statement that at least the issue of storage charge was discussed before August 20 2013 when that equipment has been stored for only 3 weeks in Respondent's facility. Complainant also confirmed with this statement and follow up text message on Exhibit #2 that account number was requested to pay storage charge and not shipping charge he made.



Complaint ID: 9908663



Christian Okoye <okoyechris1967@gmail.com>

EXHIBIT #2/2nd Order by Respondent

SMS with 18483910783

4 messages

okoyechris1967@gmail.com <okoyechris1967@gmail.com>  
To: 18483910783 <18483910783@unknown.email>

Tue, Aug 20, 2013 at 7:42 AM

Text or email your storage charges as we make arrangements to get those stuff out as soon as possible.

okoyechris1967@gmail.com <okoyechris1967@gmail.com>  
To: 18483910783 <18483910783@unknown.email>

Mon, Sep 16, 2013 at 9:57 AM

Pls text me your account details.

okoyechris1967@gmail.com <okoyechris1967@gmail.com>  
To: 18483910783 <18483910783@unknown.email>

Mon, Sep 16, 2013 at 5:15 PM

How much is cost for the 5 items

okoyechris1967@gmail.com <okoyechris1967@gmail.com>  
To: 18483910783 <18483910783@unknown.email>

Mon, Sep 23, 2013 at 2:40 PM

I will appreciate if you cargo those items this weekend. Remember they should be 5 in number.

→ Text message by the Complainant to the Respondent requesting for storage charges on 8/20/2013 in order to pay and have somebody else pick up the equipment from Respondent's warehouse.

Paying storage charge was based on the conclusion that Respondent will no longer ship the equipment for them.

On Sept 16, Complainant requested for Respondent's account number to pay the accrued storage charge based on the \$5/day. Account # was given but the Complainant deposited amount larger than expected storage charge and requested \$5 out of equipment will be AIR FREIGHT but that request was turned down. He was told to go through Obiom & Ukegbe.



I do not accept the response made by the business to resolve this complaint

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## EXHIBIT #3/2nd Order by Respondent.

Complaint: 9908663

I am rejecting this response because:

I write to bring to your notice that I have been made to understand that Mr. Emeka Unyechi has finally ~~dead~~ <sup>cleared</sup> the items through Nigoria Cusims, but have refused to furnish me with information or contact details of who I should contact to collect 111v items. I have since sent him a text message requesting the information, but he didn't.

This is to bring the notice of your office the attempts I have so far made to collect the items before the said 7 days which he said that after which, he will start charging me storage fee. And with I don't think I will responsible for any storage charges since 110 information was provided to me on how to pick up the items.

Finally, I still ask to use your offices to get Mr. Emeka Onyechi and Donem International LLC release my items to me without further delay.

Thanks Yours truly

Regards,

Christian Okoye

→ The above statement was made on March 26 2014 by the Complainant to BBB. It confirmed that Complainant was pretty much aware about the storage charges he will owe to Respondent if his remaining 5 equipment were not picked up after extra 7 days grace period expires.

As of March 26 2014, Complainant has not even discovered Respondent's website which he tendered as Exhibits that made him believe that Respondent offers Ocean Cargo. As of that day, 4 out of 9 medical equipment had already been Picked up by Obimain Lagos Nigeria.

~~Re~~ Website Exhibits he tendered have full contact information of Respondent both in the USA and Nigeria.



EXHIBIT # 4/2nd Order by Respondent-



## Tracking

Our customers can always follow up their shipments with our efficient tracking system and can always contact us if they need more assistance. One of our highly trained staff will always be available to answer any of their questions.

Click the applicable links below to start tracking:

[Cargolux](#)  
[Virgin Atlantic Cargo](#)  
[Delta Cargo](#)  
[KLM Cargo](#)  
[Maersk Line](#)  
[ACL](#)  
[MSC Shipping](#)



Donem International Shipping and Courier,  
 1901 East Linden Avenue, Suite #16  
 Linden, NJ 07036  
 Phone: +1 908 275 3675  
 Fax: +1 848 628 0207  
 Email: [info@donemcargo.com](mailto:info@donemcargo.com)

Lagos-Nigeria contact,  
 54/56 Okota Road,  
 Isolo- Lagos.  
 Phone: 0708 238 6661, 0703 818 8855, 0817 158 9176  
 Email: [info@donemcargo.com](mailto:info@donemcargo.com)

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## Core Services

Donem's International provides the following services with professionalism:



- Door to Door and Door to Airport
- Courier and Express
- Pick Ups
- Warehousing and Storage
- Packaging and Inspection
- Custom Clearance

Complainant ignored this part.

DONEM'S Worldwide Ocean freight services include:

- Direct pick of container from any location, factory, warehouse, home etc.
- Frequent sailing with most reliable shipping lines.
- Efficient custom clearance and forwarding.
- Roll on and Roll Off services.
- L.C.L. Consolidation.
- F.C.L. Consolidation.

Complainant claimed that he had been requesting for Respondent's Lagos address but submitted Exhibit with Respondent's contact information in Lagos Nigeria.

[Know more](#)

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This Exhibit "F" is void because it confirms that website contents did not in anyway contributes to Complainant's decision for that engagement. Calls made by Complainant were all on Respondent Cell phone number which is not listed on the website.

EXHIBIT "F"